

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

OTTER PRODUCTS, LLC,

Plaintiff,

v.

ANTHONY VINCENT CEA, et al.,

Defendants.

Case No. 7:22-cv-01378-PMH

**~~[PROPOSED]~~ STIPULATED FINAL JUDGMENT
AND PERMANENT INJUNCTION**

Plaintiff Otter Products, LLC (“Plaintiff”) and Defendant Anthony Vincent Cea, doing business as “crownnationalindustries,” “cellcasehub,” and “antthony.cea-7” (“Defendant”) (collectively, “the Parties”), have stipulated and agreed to entry of this Final Judgment and Permanent Injunction pursuant to the confidential Conditional Settlement and Release Agreement (“Settlement Agreement”) entered into by the Parties. The Parties have approved the substance and form of this Stipulated Final Judgment and Permanent Injunction. Based on the pleadings, the Parties’ Settlement Agreement, and the factual, legal and/or other findings below and for other good cause,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Court has jurisdiction of the subject matter of this action and personal jurisdiction over Defendant.
2. Venue is proper in this Court.

3. The injunctive relief provisions of this Judgment shall apply to Defendant as well as Defendant's agents, owners, servants, employees, and those persons or entities in active concert or participation with Defendant.

4. Plaintiff has acquired rights to various trademarks that are valid and subsisting, including but not limited to the trademarks listed in Exhibit 1 (hereinafter collectively referred to as the "Otter Products Registered Trademarks").

5. Defendant, and anyone acting on Defendant's behalf or at Defendant's direction, is hereby permanently restrained and enjoined from:

(a) advertising, selling, or facilitating the advertisement or sale, through **any medium** (including all Internet and non-Internet channels), of any goods or products bearing any of the Otter Products Registered Trademarks, including but not limited to through **any online storefront on any platform or website**, including, but not limited to, on Amazon.com ("Amazon"), Mercari.com ("Mercari"), or www.ebay.com ("eBay").

(b) using the Otter Products Registered Trademarks in any manner, including advertising on the Internet;

(c) purchasing or acquiring any products bearing any of the Otter Products Registered Trademarks for the purpose of resale; and

(d) importing, exporting, manufacturing, producing, distributing, circulating, shipping, selling, offering to sell, advertising, promoting, or displaying **any goods or products** bearing any of the Otter Products Registered Trademarks.

6. Defendant Anthony Vincent Cea shall:

(a) Take all reasonable steps sufficient to monitor and ensure that all persons within his control or employment (whether independent contractors, employees, agents, partners,

or otherwise) comply with this Order, including but not limited to by providing a copy of this Order to any person within his control or employment and requiring that such persons adhere to its terms;

(b) Take all reasonable steps sufficient to monitor and ensure that all persons authorized to act on his behalf, including all officers and principals, comply with this Order; and

(c) Take all reasonable corrective action with respect to any individual whom Defendant determines is not in compliance with the terms of this Order, which may include training, disciplining, and/or terminating such individual, and notifying Plaintiff, in writing, of the underlying conduct.

7. Pursuant to Rule 65(d)(2) of the Federal Rules of Civil Procedure, this Order is binding upon the following persons who receive actual notice of it: Defendant, Defendant's officers, agents, servants, employees, and attorneys, and other persons who are in active concert or participation with Defendant.

8. Defendant consents and agrees that Plaintiff shall have the absolute right to enforce any and all terms of this Stipulated Final Judgment and Permanent Injunction ("Stipulated Judgment") by and through any means permitted under statutory and/or common law.

9. Plaintiff consents and agrees to waive the entry of any monetary award in Plaintiff's favor and to forego reimbursement by Defendant for attorney fees and costs, provided that Defendant complies with each of the terms and conditions of this Stipulated Judgment. ~~10. Defendant also consents and agrees that in the event Defendant materially fails to comply with any or all terms of this Consent Judgment, Plaintiff shall have the right to obtain from Defendant all damages awards previously waived, and all fees and costs associated with bringing~~

the above-captioned action and from enforcing compliance with this Stipulated Judgment, if and to the extent permitted by 35 U.S.C. § 281, et. seq., or other applicable provision of law.

11. This Court shall retain jurisdiction of this matter in law and in equity for the purpose of enforcing and/or adjudicating claims in violation of this Stipulated Final Judgment and Permanent Injunction. Any such matters shall be raised by noticed motion. The Court shall also retain jurisdiction to award Plaintiff amounts for costs, attorneys' fees, and such other relief as may be just and proper arising by reason of any future claim of violation of this Stipulated Final Judgment and Permanent Injunction by Defendant.

12. Plaintiff's claims against Defendant are dismissed with prejudice.

13. Plaintiff's claims against John Does 1-5 are dismissed without prejudice.

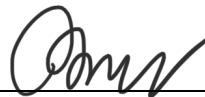
14. Defendant's counterclaims against Plaintiff are dismissed with prejudice.

15. Plaintiff and Defendant shall bear their own costs, expenses, and attorneys' fees.

16. The Clerk of Court is respectfully directed to terminate this case.

IT IS SO ORDERED.

SIGNED and **ENTERED** this 27th day of September, 2022.



Philip M. Halpern
United States District Judge

AGREED AS TO FORM AND SUBSTANCE:

/s/ Michael Lee

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/s/ Anthony Vincent Cea (by MBM per email auth. of 9/23/22)


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Defendant

EX. 1 – Otter Products Registered Trademarks

Trademark	USPTO Registration Number	Registration Date	Goods
OTTERBOX	3788534	08/25/2009	IC 009. US 021 023 026 036 038. G & S: Protective cases for handheld electronic devices, namely, portable music players, portable video players, cell phones and computers; specially adapted protective carrying cases for computers.
OTTERBOX	3788535	05/11/2010	IC 009. US 021 023 026 036 038. G & S: Protective cases for handheld electronic devices, namely, portable music players, portable video players, cell phones and computers; specially adapted protective carrying cases for computers.
OTTERBOX	4602221	09/09/2014	IC 009. US 021 023 026 036 038. G & S: Protective covers and cases for handheld electronic devices, namely, cell phones, portable media players, tablets, personal digital assistants, e-book readers, and computers; protective covers and cases for computers.

DEFENDER SERIES	4616874	10/07/2014	IC 009. US 021 023 026 036 038. G & S: Protective covers and cases for personal electronic devices, namely, cell phones.
DEFENDER SERIES	3623789	05/19/2009	IC 009. US 021 023 026 036 038. G & S: Protective cases for interactive, handheld electronic devices, namely, portable music players, portable video players and tablet computers.
	3791318	05/18/2010	IC 009. US 021 023 026 036 038. G & S: Protective cases for handheld electronic devices, namely, portable music players, portable video players, cell phones and computers; specially adapted protective carrying cases for computers.
STRADA SERIES	4864518	12/01/2015	IC 009. US 021 023 026 036 038. G & S: Protective cases and covers for personal electronic devices, namely, mobile phones, smartphones, tablets, computers, e-book readers, portable media players; Bags, folios and carrying cases specially adapted for personal electronic devices, namely, mobile phones, smartphones, tablets, computers, e-book readers, portable media players.

STATEMENT SERIES	4952893	05/03/2016	IC 009. US 021 023 026 036 038. G & S: Protective cases, covers, bags, and carrying cases for personal electronic devices, namely, mobile phones, smartphones, tablet computers, and e-book readers
	5356304	12/12/2017	IC 009. US 021 023 026 036 038. G & S: Protective cases and covers for mobile electronic devices, namely, smartphones, tablet computers; protective cases and covers adapted to accommodate external accessories for use with mobile electronic devices, namely, smartphones, tablet computers; accessories specially adapted for use with protective cases and covers for smartphones, tablet computers, namely, batteries and power management systems in the nature of external batteries, battery boxes and battery chargers.
DEFENDER SERIES PRO	5726083	04/16/2019	IC 009. US 021 023 026 036 038. G & S: Protective cases, carrying cases, casings, and covers for portable electronic devices, namely, cell phones, tablet computers, cases and holsters specially adapted for holding or carrying mobile electronic devices, namely, mobile phones, tablet computers.